

certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessments: Remedies of the Association: Any assessments which are not paid when due shall be delinquent. If the assessments are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or file a Notice of Lien among the land records and foreclose said lien against the property, and interest, costs and reasonable attorney's fees on any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the "Common Areas" or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter encumbering any Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfers shall relieve such Lot from liability for any assessments thereafter becoming due from the lien thereof.

Section 9. Exempt Property: The following property subject to this Declaration shall be exempt from the assessments created herein; (a) Any property owned by the Association; (b) All properties dedicated to and accepted by a local public authority; (c) Any and all lots owned by DECLARANT, its successors or assigns except for out-conveyances to third party lot owners in the regular course of business and in which the DECLARANT has no legal interest; and, (b) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Virginia. However, no lot with a residence and occupied as a dwelling shall be exempt from these assessments.

Section 10. Failure to Maintain "Common Areas": In the event that the Association, or its successors, shall fail to maintain the "Common Areas" in reasonable order and condition, the County of Frederick may take such action as authorized by the County of Frederick's applicable Ordinances.

ARTICLE VI

USE, RESTRICTIONS AND COVENANTS

The single family Lots in Senseny Glen Subdivision, Section I shall be subject to the following restrictions, which are constituted covenants real to run with the land:

1. All Lots shall be used for single-family residential purposes only. No detached garage or carport shall be permitted on any Lot. Any utility or other out building on any Lot shall be of the same material and construction as the main structure on such Lot.
2. No signs or advertising of any nature shall be erected or maintained on any Lot except "For Sale" signs for said Lot which signs shall not exceed five (5) square feet in area, or signs used by the DECLARANT to advertise the property during construction and sale. No "For Rent" signs shall be allowed on any Lot.
3. No power boats, mobile homes, motor homes, campers, commercial buses, trailers of any type, tractors, trucks or other motor vehicles (other than automobiles, motorcycles, pickup trucks, and 3/4 ton (or less) or vans) shall be permitted on any Lot except during the course of construction. No motor vehicle or material portion thereof, which does not have a current license and current Virginia inspection stickler shall be permitted on any Lot.
4. No animals of any kind (including livestock, poultry or birds) shall be permitted on any Lot, except that dogs, cats and other usual household pets may be kept, provided that they are not kept, bred or maintained for commercial or charitable purposes or in unusual numbers.
5. No fence or hedge shall be constructed or planted in the front nor along the side (not applicable to corner lots) of any residence nor within twenty-five (25) feet of any street. Rear fencing and hedges shall not exceed six (6) feet in height. All fencing shall be constructed of wood, masonry or iron. No chain link fencing shall be allowed.
6. No noxious or offensive activities shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
7. In the event that a dwelling is destroyed, the owner of the dwelling, within thirty (30) days from said destruction, shall clear away the remaining portion of the dwelling unit and maintain the Lot in a neat and orderly condition.
8. In the event a dwelling unit is damaged, or has materially deteriorated, the owner of the unit shall immediately

repair the damage or deterioration.

9. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be in sanitary containers and screened. No refuse or any container for same shall be placed or stored in front of any house, except on the date of garbage pickup.
10. No exterior clotheslines, or hanging device, shall be permitted on any Lot, except for an umbrella-type with a diameter not to exceed seven (7) feet; provided, however, that the same may only be used in the rear of any building constructed on said Lot and the clothes line is stored within a utility building or the equivalent when the clothes line is not in use.

AMENDED

11. Every owner shall provide his Lot with off-street parking space of at least 450 square feet, which may include all area in any driveway located on the Lot itself, to be used by the inhabitants of the dwelling house located on said Lot. Parking on the street shall be prohibited and it is the intent of this restriction that parking space for at least two vehicles be provided. All driveways are to be constructed of blacktop or concrete and shall be installed per the specifications utilized by the Virginia Department of Highways.
12. All Lots are subject to a Ten Foot Slope and Drainage Easement along all rights of way, and a Ten Foot Utility and Drainage Easement along all property lines.
13. There shall be no planting, structures, fences, shrubbery or other obstruction to obstruct vision planted or maintained on any corner Lot which rises more than three feet (3') above ground level within twenty-five feet (25') of the intersection of any street lines.

AMENDED

14. One-story houses shall have 1,350 square feet of living space. Split foyer houses shall have 1,100 square feet of living space on the upper level. Two-story houses shall have 900 square feet of living space on the first floor above ground and a total living space of 1,600 square feet. All other house configurations, such as, but not limited to, Cape Cod, Salt Box, Multi-level and Tri-level, shall have 1,600 feet of usable, finished living space.

Living space shall be computed using outside foundation measures and shall be exclusive of carports, garages and basements. Roof pitch shall be at least 5/12.

15. All lots are required to observe any setback lines, and/or side lines and/or rear yard lines as shown on the plat attached hereto in addition to those applicable requirements of any Frederick County Ordinance.
16. No building, structure, addition or exterior alteration (including basketball backboards, rims and nets) or improvements of any character, shall be constructed on any lot or dwelling located thereon, unless the plan of construction, including quality of workmanship, design, colors and materials shall have been approved in writing by the DECLARANT or the Senseny Glen Homeowners Association as being in harmony with the whole single family section and especially the adjoining single family residential properties.
17. All of the covenants and restrictions herein shall be binding and remain in full force and effect for a period of fifteen (15) years from the date of this instrument and shall be renewed automatically for additional successive ten (1) year periods, unless the Owners of a majority of Lots in Senseny Glen Subdivision, Section I shall, at least six (6) months prior to any such renewal date, execute and record an agreement amending said covenants and restrictions.
18. The invalidation of any one of the covenants or restrictions contained herein by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect. The failure of the Lot Owners or the DECLARANT herein to enforce any covenants or restrictions shall not be deemed to be a waiver of the right to do so thereafter as to a default occurring prior or subsequent thereto.

ARTICLE VII

EASEMENTS

Section 1. Public Utility and Drainage Easements: The property described hereby is, and shall be, subject to those certain easements or rights of way designated, or to be designated, as Drainage Easements, Gas Easements and Utility Easements on the plats of Senseny Glen Subdivision, Section I that have been recorded or will be recorded (including the plat attached hereto). The DECLARANT does hereby grant and convey unto the County of Frederick, Virginia, or other agency having jurisdiction thereof, a perpetual right of way or